

54



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4502 1-800-852-3345 Ext. 4502  
Fax: 603-271-4934 TDD Access: 1-800-735-2964

José Thier Montero  
Director

October 4, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Section to enter into an agreement with the Mary Hitchcock Memorial Hospital (Vendor #177160, B003), 1 Medical Center Drive, Lebanon, NH 03756 to develop, implement and evaluate a Human Immunodeficiency Virus routine testing in primary healthcare settings assessment project, to be effective September 30, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$106,000. Funds are available in the following account for SFY 2013 and are anticipated to be available in SFY 2014 depending on the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years.

*100% FED*

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV/AIDS  
PREVENTION

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500734	Social Services Contract	90024000	53,000
SFY 2014	102-500734	Social Services Contract	90024000	53,000
			Total	\$106,000

**EXPLANATION**

Funds in this agreement will be used to increase the ability of primary medical care providers in New Hampshire to incorporate HIV testing as part of routine primary medical care. This will be achieved by developing, implementing and evaluating a Human Immunodeficiency Virus (HIV) routine testing project in four phases as specified below:

Phase One – Develop a guide for medical providers that documents the most common billing codes for HIV testing from the top five major insurance providers in the state and Medicaid. Upon final approval, this guide will be made available to all medical providers in New Hampshire.

Phase Two – Design, implement and analyze results of a survey of primary health care providers in Hillsborough county to identify current HIV testing rates, protocols, barriers and/or opportunities for implementing routine HIV testing in primary care.

Phase Three – Identify and engage a minimum of two major medical providers in Hillsborough county that are willing to take part in a quality improvement process aimed at increasing integration of routine HIV testing into their practice. Develop and implement the quality improvement process and establish a protocol for tracking the HIV testing rates within each practice.

Phase Four – Develop and submit a document that captures the methods utilized to increase integration of routine HIV testing, including the methods used to identify and monitor the HIV testing rates. This document will be used as a guide and distributed to area medical providers to assist them with incorporating routine HIV testing into their facilities.

New Hampshire has experienced a relatively steady number of new HIV infections. Approximately 60 new cases are reported annually with 40% of these cases receiving an Acquired Immune Deficiency Syndrome (AIDS) diagnosis within one year of receiving an initial HIV positive result. This 40% are individuals who have had the virus for a longer period of time and did not know it. In 2006, the Centers for Disease Control released new HIV testing guidelines that recommends all individuals ages 13 – 64 be offered an HIV test at least once in their lifetime. In 2008, New Hampshire revised the statute that governs HIV, RSA 141:f-5, to state that HIV testing shall be done in accordance with the most recent CDC guidelines. This HIV testing assessment project will establish the rate that providers have adopted the CDC guidelines, and will provide the tools for primary care providers to incorporate and sustain routine HIV testing into their practices. By increasing the number of primary care providers that incorporate routine HIV testing into their practice, individuals infected with HIV may be diagnosed earlier in their infection and start receiving medical care before they become sick with an AIDS defining illness.

Should Governor and Executive Council not authorize this request many individuals infected with the HIV may not receive the screening, counseling and early treatment they need. This may result in an increased number of infections being diagnosed late in the course of their infection creating a higher burden of disease, higher treatment costs and greater public health threat in New Hampshire.

The Mary Hitchcock Memorial Hospital was selected for this project through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services web site from December 15, 2011 through January 3, 2012. Notification was sent to agencies that provide this type of service throughout the state and a bidder's conference was held on December 21, 2011 to provide in-depth information to potential applicants.

One proposal was submitted in response to the Request for Proposals. One Department of Health and Human Services and two external reviewers evaluated the proposal received. The reviewers were chosen because they have between three to eight years experience managing agreements with vendors for various public health programs. Areas of specific expertise include Human Immunodeficiency Virus planning, Prevention planning and grants management. The reviewers based their evaluation criteria on agency capacity, plan of operation and budget information provided by the bidder. The reviewers scored the proposal individually, and then came together as a group to discuss and reach consensus on the proposal. The reviewers recommended funding this proposal as it met the criteria put forth in the Request For Proposals. The Request for Proposals scoring summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured agreement has an option to renew for two (2) additional years, contingent upon the satisfactory delivery of services, availability of funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement.

Primary medical care facilities that participate in the routine HIV testing assessment project shall identify an increase in routine HIV testing rates at two specific intervals:

1. At conclusion of the routine HIV testing assessment project and
2. At ninety days after the assessment project has concluded.

Area served: Statewide.

Source of Funds: 100% federal funds from the Centers for Disease Control.

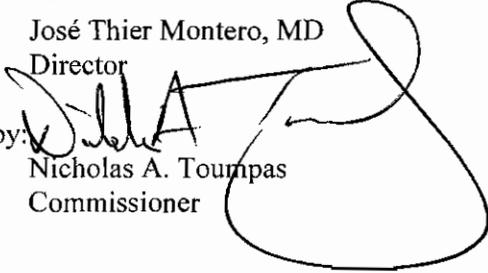
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Tournpas  
Commissioner

RL/rl

**Routine HIV Testing in Healthcare Setting Assessment Project  
External Review Summary**

<b>Program Name</b>	Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)				
<b>Contract Purpose</b>	Routine HIV Testing in Healthcare Settings Assessment Project				
	The RFP stated that one award of \$53,000 per year would be offered. One applicant applied for the award offered				
	<b>Recommended For Funding</b>			<b>Not Recommended For Funding</b>	
<b>RFP Criteria</b>	<b>Max Pts</b>	Mary Hitchcock Memorial Hospital			
<b>Agency Capacity</b>	30	27.0			
<b>Plan of Operation</b>	25	24.0			
<b>Workplan</b>	25	24.0			
<b>Budget &amp; Justification</b>	15	12.0			
<b>Format</b>	5	5.0			
<b>Total</b>	100	92.0			
<b>Budget Award</b>					
<b>SFY 13</b>		\$53,000			
<b>SFY 14</b>		\$53,000			
<b>Total Award</b>		\$106,000			
<b>RFP Reviewers</b>	<b>Job Title</b>	<b>Affiliation</b>	<b>Qualifications</b>		
Kelly Hobbs	Director	New Hampshire Provider Association	The two reviewers have between ten and twenty years experience managing agreements with vendors for various public health programs. Areas of specific expertise include HIV and Drug and Alcohol prevention services, advocacy development and grants management.		
Sarah Sadowski	Leadership Development Director	New Futures Inc			
Sarah McPhee	Program Manager	NH DPHS HIV Care Services			

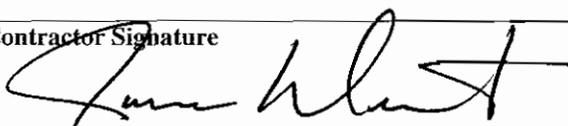
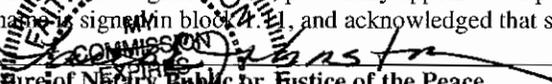
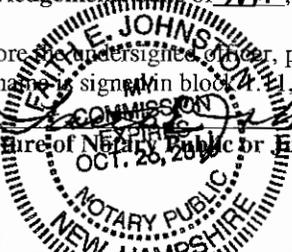
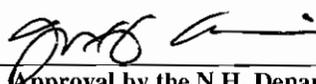
Subject: Routine HIV Testing in Healthcare Settings Assessment Project

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Mary Hitchcock Memorial Hospital		<b>1.4 Contractor Address</b> 1 Medical Center Drive Lebanon, NH 03756	
<b>1.5 Contractor Phone Number</b> (603) 650-6060	<b>1.6 Account Number</b> 010-090-5189-102-500734	<b>1.7 Completion Date</b> June 30, 2014	<b>1.8 Price Limitation</b> \$106,000.00
<b>1.9 Contracting Officer for State Agency</b> Joan H. Ascheim, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Dr James Weinstein, President & CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Grafton</u> On <u>9/11/12</u> before me, undersigned, <u>Dr. James Weinstein</u> , personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.12, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal] 			
<b>1.13.2 Name and Title of Notary Public or Justice of the Peace</b> <u>FAITH E. JOHNSTON</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Joan H. Ascheim, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <u>Jeannette P. Herwick, Attorney</u> On: <u>21 Oct. 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

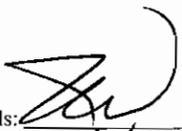
**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials:   
Date: 9/11/12

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:   
Date: 9/11/12

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

NH Department of Health and Human Services

Exhibit A

Scope of Services

*Routine HIV Testing in Healthcare Settings Assessment Project*

**CONTRACT PERIOD:** September 30, 2012 or date of G&C approval, whichever is later, through June 30, 2014

**CONTRACTOR NAME:** Mary Hitchcock Memorial Hospital

**ADDRESS:** 1 Medical Center Drive  
Lebanou, NH 03756

**PRESIDENT/CEO:** Dr James Weinstein

**TELEPHONE:** (603) 650-6060

**The Contractor shall:**

1. Develop, implement and evaluate an HIV routine testing in healthcare settings assessment project in four phases as specified below:

**Specific Provisions**

**The contractor shall:**

1. Phase One – Develop a “Provider’s Guide” to Sustainability and Reimbursement of HIV testing for primary health care centers in New Hampshire, including cost reimbursement information. At minimum, this Guide shall list the most common billing codes for HIV testing from the top five major insurance providers in the state and Medicaid. Upon final approval, this guide will be made available to medical care providers in New Hampshire.
2. Phase Two – Design, implement and evaluate results of a survey of primary health care providers in Hillsborough county in order to identify current HIV testing rates, protocols, and barriers and/or opportunities for implementing routine HIV testing.
3. Phase Three – Identify and engage a minimum of two major medical provider sites in Hillsborough county willing to take part in a quality improvement process aimed at increasing integration of routine HIV testing into their practice. Develop and implement quality improvement process and establish a protocol for tracking testing rates within each practice.
4. Phase Four – Develop and submit an Implementation Guide for primary health care practices documenting the methods utilized to increase integration of routine HIV testing, including monitoring and evaluating testing rates. Steps outlined in the Implementation Guide should be based on information gathered from the assessment and the HIV routine testing integration pilot project.

## Data Collection and Reporting

### The contractor shall:

1. Identify one staff person as the agency staff person to serve as the Division of Public Health Services (DPHS) point of contact. This individual will be responsible for ensuring all required reporting is timely and complete and will respond to any DPHS staff inquiries.
2. Maintain regular contact with the DPHS. At minimum, this shall include quarterly meetings.
3. Comply with the DPHS security and confidentiality guidelines related to all protected health information.
4. Review all documentation for completeness and adherence to reporting protocols to ensure quality of data.
5. Submit a final draft of the New Hampshire Provider's Guide to Sustainability and Reimbursement of HIV Testing in electronic form to the DPHS by December 31, 2012.
6. Submit an outline of the Routine HIV Testing Assessment Project protocol, including all relevant timelines and assessment tools to the DPHS by February 28, 2013.
7. Submit a final report of the assessment and survey to the DPHS by June 30, 2013.
8. Identify a minimum of two pilot project sites in Hillsborough County by August 31, 2013.
9. Complete the pilot quality improvement project at all sites and submit a final written report of findings by March 31, 2014.
10. Submit the final draft of the "Routine HIV Testing Integration Guidance" document based on results of assessment and pilot project for distribution to New Hampshire primary healthcare provider by May 31, 2014.
11. Submit a final report of activities and findings to the DPHS by July 31, 2014.

### Performance Measure

1. Goal: To increase availability of routine HIV testing in New Hampshire.

Target: Participating pilot sites shall identify an increase in routine HIV testing rates at two specific intervals:

- a. at conclusion of ninety (90) day pilot quality improvement process and
- b. ninety (90) days post conclusion of pilot quality improvement process.

### Cultural and linguistically Appropriate Standards of Care

DPHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of minimal English skills with interpretation services. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.

4. The contractor shall maintain a program policy that sets forth compliance with title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing the service (e.g. trained interpreter, staff person who speaks the language of the client, use of the language line)

### **State and Federal Laws**

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities. The contractor shall:

1. Assure compliance with all Clinical Laboratory Improvement Act (CLIA) and RSA 141.F.
2. Comply with the CDC's "Content of AIDS Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in CDC Assistance Program" January, 1991, and RSA 141-F. All materials developed or purchased must be reviewed or approved by the STD/HIV Prevention Section and the NH HIV Materials Review Committee. Compliance with RSA 141-F, "Any materials, courses, and programs distributed, developed, or provided shall stress that abstinence or a monogamous relationship and avoiding drugs are the most effective ways to prevent contracting the Human Immunodeficiency Virus."

### **Publications Funded Under Contract**

1. The DPHS and/or its funders will retain copyright ownership for any and all original materials produced with DHHS contract funding, including, but not limited to; brochures, resource directories, websites, protocols or guidelines, posters and/or reports.
2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
3. The Contractor shall credit DPHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

### **Staffing**

1. Vacancies – If any positions essential to carrying out the scope of services become vacant the Contractor shall notify DPHS within 10 days. The contractor should keep the section informed with regard to the search for filling all essential position.
2. New Hires - The Contractor shall notify the DPHS prior to the filling any vacant positions essential to carrying out this scope of service. A resume of the employee shall accompany this notification.
3. Subcontractors – DPHS shall pre- approve all subcontracts initiated by the contractor to enable completion of the work outlined in this contract. The contractor shall submit the entire text of the agreement for review prior to the planned initiation of the agreement. Subcontractors may not begin work until approval of the agreement has been granted to the contractor. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this exhibit.
4. Staff Evaluation – The contractor will conduct evaluation of all medical and counseling staff annually, results of these evaluations shall be made available upon request.

### **Meetings and Trainings**

1. The contractor shall send the designated point of contact and all relevant staff to all meetings and trainings required, including, but not limited to: quarterly project update meetings.

**NH Department of Health and Human Services**

**Exhibit B**

**Purchase of Services  
Contract Price**

*Routine HIV Testing in Healthcare Settings Assessment Project*

**CONTRACT PERIOD:** September 30, 2012 or date of G&C approval, whichever is later, through June 30, 2014

**CONTRACTOR NAME:** Mary Hitchcock Memorial Hospital

**ADDRESS:** 1 Medical Center Drive  
Lebanon, NH 03756

**PRESIDENT/CEO:** Dr James Weinstein

**TELEPHONE:** (603) 650-6060

Vendor #177160-B003

Job #90024000

Appropriation #010-090-51890000-102-50734

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$106,000 for planning, implementation, evaluation and reporting of the Routine HIV Testing in Healthcare Settings Assessment Project funded from 100% federal funds, from the Centers for Disease Control (CDC) CFDA #93.940

**TOTAL: \$106,000**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

#### **RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. **Credits:** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept the insurance provided by contractor in the amount of \$1 million per incident.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The remainder of this page is intentionally left blank.

18. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

19. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**SPECIAL PROVISIONS – DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean the section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Whenever federal or state laws, regulations, rules, orders, and policies, etc., are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc., as they may be amended or revised from time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

Standard Exhibit D

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services,  
129 Pleasant Street  
Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and

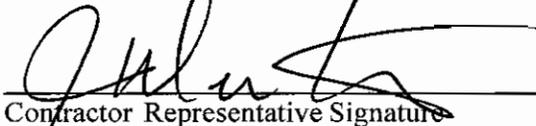
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance 1 Medical Center Drive, Lebanon, County of Grafton, New Hampshire 03756

Check  if there are workplaces on file that are not identified here.

Mary Hitchcock Memorial Hospital From: September 30, 2012 or date of G&C Approval, whichever is later To: June 30, 2014  
 Contractor Name Period Covered by this Certification

Dr. James N. Weinstein, CEO & President  
 Name and Title of Authorized Contractor Representative

 9/11/12  
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E CERTIFICATION

REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

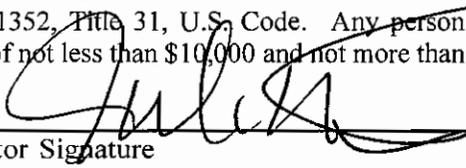
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

Contract Period: September 30, 2012 or date of G&C Approval, whichever is later, through June 30, 2014

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
Contractor Signature \_\_\_\_\_ CEO & President  
Contractor's Representative Title

Dr. James N. Weinstein / \_\_\_\_\_ 9/11/12  
Contractor Name \_\_\_\_\_ Date

NH Department of Health and Human Services

Standard Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

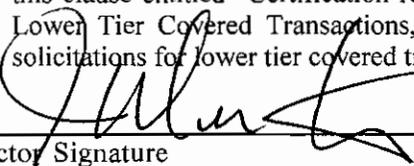
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

  
 Contractor Signature CEO & President  
Contractor's Representative Title

Dr. James N. Weinstein 9/11/12  
 Contractor Name Date

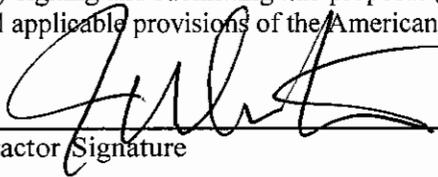
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Contractor Signature

CEO & President

Contractor's Representative Title

Dr. James N. Weinstein

Contractor Name

9/11/12

Date

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

CEO & President  
Contractor's Representative Title

Dr. James N. Weinstein  
Contractor Name

9/11/12  
Date

NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall

instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

The State Agency Name

MARY HITCHCOCK MEMORIAL HOSPITAL

Name of Contractor



Signature of Authorized Representative



Signature of Authorized Representative

JOAN H. ASCHEIM

Name of Authorized Representative

Dr. James N. Weinstein

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

President & CEO

Title of Authorized Representative

9/11/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

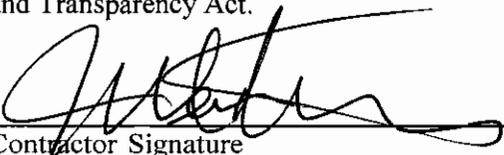
In accordance with 2 CFR Part 170 (Reporting Sub-award and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Sub-award and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

  
Contractor Signature

CEO & President  
Contractor's Representative Title

Dr. James N. Weinstein  
Contractor Name

9/11/12  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 0699102970000

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: Nancy Formella Amount: \$811,724

Name: Linda Von Reyn Amount: \$351,423

Name: Dan Jantzen Amount: \$560,834

Name: Neil Castaldo Amount: \$676,563

Name: William Mroz Amount: \$299,703

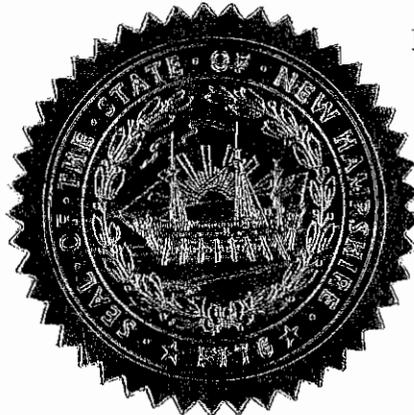
Contractor Initials: 

Date: 9/11/12

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17<sup>th</sup> day of April A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Jennie L. Norman of Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Secretary of the Board of Trustees of Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt of the Bylaws of Mary Hitchcock Memorial Hospital:

**ARTICLE 15 – EXECUTION OF PAPERS**

Except in the cases where the Board of Trustees authorizes the execution thereof in some other manner, all deeds, transfers, contracts, bonds, notes, drafts, and other obligations for the payment of money made, accepted or endorsed by the Hospital except as otherwise provided in these Bylaws, shall be signed by the President or Treasurer.

3. The Board of Trustees has not authorized execution of any contract with the New Hampshire Department of Health and Human Service in any other manner. Therefore, Article 15 provides authority for the President or Treasurer to sign and deliver on behalf of Mary Hitchcock Memorial Hospital.
4. James W. Weinstein is President of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic. Alan C. Keiller is Treasurer of Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of the corporation this 12th day of September, 2012.

  
\_\_\_\_\_  
Jennie L. Norman, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2012 by Jennie L. Norman.

  
\_\_\_\_\_  
Notary Public



**CERTIFICATE OF INSURANCE**

**DATE:**  
August 16, 2012

**CONSULTANT**

Hamden Assurance Risk Retention Group, Inc.  
P.O. Box 1687  
30 Main Street, Suite 330  
Burlington, VT 05401

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**INSURED**

Mary Hitchcock Memorial Hospital  
One Medical Center Drive  
Lebanon, NH 03756-0001

**COMPANY AFFORDING COVERAGE**

**Hamden Assurance Risk Retention Group, Inc.**

**COVERAGES**

This is to certify that the Policies listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
<b>X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>	0002012-A	10/1/12	6/30/13	GENERAL AGGREGATE	\$NONE	
					PRODUCTS-COMP/OP AGGREGATE		
					PERSONAL ADV INJURY		
					EACH OCCURRENCE	\$1,000,000	
<b>X</b>	<b>CLAIMS MADE OCCURRENCE</b>					FIRE DAMAGE	
						MEDICAL EXPENSES	
	<b>PROFESSIONAL LIABILITY</b>	0002012-A	10/1/12	6/30/13	EACH CLAIM	\$1,000,000	
					ANNUAL AGGREGATE	\$3,000,000	
<b>OTHER</b>							

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)**  
**MARY HITCHCOCK MEMORIAL HOSPITAL EVIDENCE OF COVERAGE FOR GENERAL AND PROFESSIONAL LIABILITY.**

We have been advised that Mary Hitchcock Memorial Hospital has a State of New Hampshire (HIV Testing in Healthcare Settings Assessment Project) Grant through June 30 2014. This is a multi-phase grant focused on: Phase 1) Commercial health insurers cost sharing, deductibles and reimbursement policies; Phase 2) Hillsborough County public and private primary care practices protocols for HIV testing and testing rates; Phase 3) A pilot quality improvement project to integrate routine HIV testing into clinical practice in Hillsborough County; Phase 4) Creation of an "Implementation Guide for Integration of Routine HIV Testing into Primary Care Practices in NH." Original Certificate of Insurance sent to Kirsten Durzy, Data & Evaluation Specialist, NH Department of Health & Human Services - Division of Public Health Services, 29 Hazen Drive, Concord, NH 03301-6504.

**CERTIFICATE HOLDER**

NH Department of Health & Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301-6504  
(Contact: Insurance Coordinator 603-650-7770)

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVES**

*Jeanne J. J. J. J. J.*

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

MARY HITCHCOCK MEMORIAL HOSPITAL

ONE MEDICAL CENTER DRIVE

LEBANON

NH 03756-0001

NAME AND  
ADDRESS  
OF INSURED



**Liberty  
Mutual®**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM			
<b>WORKERS COMPENSATION</b>	10/1/2013	WA7-61D-073526-072	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: New Hampshire	<b>EMPLOYERS LIABILITY</b> Bodily Injury by Accident \$1,000,000. Each Accident Bodily Injury By Disease \$1,000,000. Policy Limit Bodily Injury By Disease \$1,000,000. Each Person
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	RETRO DATE _____ _____		General Aggregate Products / Completed Operations Aggregate Each Occurrence Personal & Advertising Injury Per Person / Organization Other	Other
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED			Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
<b>OTHER</b>				
<b>ADDITIONAL COMMENTS</b>				

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual  
Insurance Group

Certificate  
Holder

Bureau of Public Health Systems, Policy &  
Performance NH Division of Public Health Services  
Department of Health and Human Services

29 Hazen Drive  
Concord

NH 03301-6504

Sue Boucher

BEDFORD / 0116 AUTHORIZED REPRESENTATIVE  
 SUITE 100 10 CORPORATE DRIVE  
 BEDFORD NH 03110 603-472-7100 10/2/2012  
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



KPMG LLP  
515 Broadway  
Albany, NY 12207-2974

## Independent Auditors' Report

The Board of Trustees  
Dartmouth-Hitchcock

We have audited the accompanying combined balance sheets of Dartmouth-Hitchcock and Subsidiaries of Dartmouth-Hitchcock as of September 30, 2011 and 2010, and the related combined statements of operations and changes in net assets and cash flows for the years then ended. These combined financial statements are the responsibility of Dartmouth-Hitchcock's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Dartmouth-Hitchcock's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of Dartmouth-Hitchcock and Subsidiaries as of September 30, 2011 and 2010, and the results of their combined operations and changes in net assets, and their cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

In accordance with *Government Auditing Standards*, we have also issued a report dated January 27, 2012 on our consideration of Dartmouth-Hitchcock's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our 2011 audit.

**KPMG LLP**

January 27, 2012

**DARTMOUTH-HITCHCOCK AND SUBSIDIARIES**

Combined Balance Sheets

September 30, 2011 and 2010

(Dollars in thousands)

<b>Assets</b>	<b>2011</b>	<b>2010</b>
Current assets:		
Cash and cash equivalents	\$ 50,778	\$ 43,423
Patient accounts receivable, net of estimated uncollectibles of \$56,495 in 2011 and \$64,260 in 2010 (notes 4 and 5)	154,294	165,056
Current portion of trustee-held assets (notes 6, 8, and 11)	—	6,575
Prepaid expenses and other current assets (notes 5 and 14)	<u>82,328</u>	<u>55,887</u>
Total current assets	287,400	270,941
Assets limited as to use, net of current portion (notes 6, 8, and 11)	498,234	555,245
Other investments for temporarily and permanently restricted activities (notes 6 and 8)	95,943	93,719
Property, plant, and equipment, net (note 7)	429,267	390,470
Other assets	<u>45,616</u>	<u>43,577</u>
Total assets	<u>\$ 1,356,460</u>	<u>\$ 1,353,952</u>
<b>Liabilities and Net Assets</b>		
Current liabilities:		
Current portion of long-term debt (note 11)	\$ 9,698	\$ 9,566
Current portion of liability for pension and other postretirement plan benefits (note 12)	7,623	3,896
Accounts payable and accrued expenses	73,686	61,519
Accrued compensation and related benefits	99,374	83,569
Estimated third-party settlements (note 5)	<u>22,491</u>	<u>25,221</u>
Total current liabilities	212,872	183,771
Long-term debt, excluding current portion (note 11)	408,523	423,082
Insurance deposits and related liabilities (note 13)	93,703	95,180
Interest rate swaps (notes 8 and 11)	26,768	28,589
Liability for pension and other postretirement plan benefits (note 12)	<u>371,556</u>	<u>332,094</u>
Total liabilities	<u>1,113,422</u>	<u>1,062,716</u>
Net assets:		
Unrestricted	152,039	197,885
Temporarily restricted (notes 9 and 10)	60,011	62,696
Permanently restricted (notes 9 and 10)	<u>30,988</u>	<u>30,655</u>
Total net assets	243,038	291,236
Commitments and contingencies (notes 5, 7, 8, 11, 14, and 16)		
Total liabilities and net assets	<u>\$ 1,356,460</u>	<u>\$ 1,353,952</u>

See accompanying notes to combined financial statements.

**DARTMOUTH-HITCHCOCK AND SUBSIDIARIES**

Combined Statements of Operations and Changes in Net Assets

Years ended September 30, 2011 and 2010

(Dollars in thousands)

	<u>2011</u>	<u>2010</u>
Unrestricted revenue and other support:		
Net patient service revenue (notes 4 and 5)	\$ 1,116,310	\$ 1,113,077
Medicaid uncompensated care payment (note 5)	41,693	37,788
Contracted revenue (note 2)	62,119	56,692
Other operating revenue (notes 2, 5, 6, and 14)	38,911	31,238
Net assets released from restrictions (note 9)	<u>10,581</u>	<u>11,021</u>
Total unrestricted revenue and other support	<u>1,269,614</u>	<u>1,249,816</u>
Operating expenses:		
Salaries	587,563	567,848
Employee benefits	198,770	208,180
Medical supplies and medications	160,197	161,099
Purchased services and other	153,564	151,982
Medicaid enhancement tax (note 5)	43,491	37,788
Medical school financial support	8,000	8,000
Depreciation and amortization	49,632	44,637
Interest (note 11)	16,094	13,221
Provision for bad debts	39,123	32,423
Expenditures relating to net assets released from restrictions	<u>10,581</u>	<u>11,021</u>
Total operating expenses	<u>1,267,015</u>	<u>1,236,199</u>
Operating margin, before nonrecurring charge	2,599	13,617
Voluntary early retirement program (note 12)	<u>15,781</u>	<u>—</u>
Operating (loss) margin	<u>(13,182)</u>	<u>13,617</u>
Nonoperating gains (losses):		
Investment gains (notes 6 and 11)	964	36,139
Loss on advance refunding (note 11)	(1,698)	—
Other losses	<u>(4,466)</u>	<u>(2,505)</u>
Total nonoperating (losses) gains, net	<u>(5,200)</u>	<u>33,634</u>
(Deficiency) excess of revenue over expenses	\$ <u>(18,382)</u>	\$ <u>47,251</u>

**DARTMOUTH-HITCHCOCK AND SUBSIDIARIES**

Combined Statements of Operations and Changes in Net Assets

Years ended September 30, 2011 and 2010

(Dollars in thousands)

	<u>2011</u>	<u>2010</u>
Unrestricted net assets:		
(Deficiency) excess of revenue over expenses	\$ (18,382)	\$ 47,251
Net assets released from restrictions for property acquisitions (note 9)	224	136
Change in funded status of pension and other postretirement benefits (note 12)	(25,994)	(16,793)
Change in fair value on interest rate swaps (note 11)	(1,694)	(5,817)
Interest accrued on swap agreements	(4,670)	(3,281)
Reclassification of interest to earnings	4,670	3,281
	<u>(45,846)</u>	<u>24,777</u>
(Decrease) increase in unrestricted net assets		
Temporarily restricted net assets:		
Gifts, bequests, and sponsored activities	7,603	8,888
Investment gains	1,928	2,245
Change in net unrealized (losses) gains on investments	(1,411)	1,837
Transfers from other funds, net (note 10)	—	5,230
Net assets released from restrictions (note 9)	(10,805)	(11,157)
	<u>(2,685)</u>	<u>7,043</u>
(Decrease) increase in temporarily restricted net assets		
Permanently restricted net assets:		
Gifts and bequests	333	2,809
Change in net unrealized gains on investments	—	20
Transfers to other funds, net (note 10)	—	(5,226)
	<u>333</u>	<u>(2,397)</u>
Increase (decrease) in permanently restricted net assets		
Change in net assets	(48,198)	29,423
Net assets, beginning of year	<u>291,236</u>	<u>261,813</u>
Net assets, end of year	\$ <u>243,038</u>	\$ <u>291,236</u>

See accompanying notes to combined financial statements.

**DARTMOUTH-HITCHCOCK AND SUBSIDIARIES**

Combined Statements of Cash Flows

Years ended September 30, 2011 and 2010

(Dollars in thousands)

	<u>2011</u>	<u>2010</u>
Cash flows from operating and nonoperating activities:		
Change in net assets	\$ (48,198)	\$ 29,423
Adjustments to reconcile change in net assets to net cash provided by operating and nonoperating activities:		
Change in fair value of interest rate swaps	2,246	5,670
Depreciation and amortization	49,913	44,902
Change in funded status of pension and other postretirement benefits	25,994	16,793
Loss on disposal of fixed assets	778	693
Loss on advance refunding of debt	1,698	—
Change in net unrealized losses (gains) on investments	14,869	(27,018)
Restricted contributions	(333)	(2,809)
Changes in assets and liabilities:		
Patient accounts receivable, net	10,762	(4,643)
Prepaid expenses and other current assets	(26,441)	(16,967)
Other assets, net	(5,172)	(1,623)
Accounts payable and accrued expenses	9,503	4,576
Accrued compensation and related benefits	15,805	9,358
Estimated third-party settlements	(2,730)	(13,604)
Liability for pension and other postretirement benefits	17,195	10,780
Net cash provided by operating and nonoperating activities	<u>65,889</u>	<u>55,531</u>
Cash flows from investing activities:		
Purchase of property, plant, and equipment	(86,010)	(74,388)
Change in assets limited as to use – held by trustee	58,229	(42,806)
Net purchases of investments, net	(12,137)	(5,436)
Net cash used by investing activities	<u>(39,918)</u>	<u>(122,630)</u>
Cash flows from financing activities:		
Repayment of long-term debt:		
Principal payments on existing debt	(14,853)	(9,443)
Advance refunding of Series 2001A Bonds	(99,480)	—
Proceeds from issuance of debt:		
Series 2010 Revenue Bonds	—	73,648
Series 2011 Revenue Bonds	99,702	—
Payment of debt issuance costs	(250)	(1,152)
Proceeds from interest rate swap termination	—	4,341
Partial redemption of interest rate swap	(4,068)	—
Restricted contributions	333	2,809
Net cash (used) provided by financing activities	<u>(18,616)</u>	<u>70,203</u>
Increase in cash and cash equivalents	7,355	3,104
Cash and cash equivalents, beginning of year	43,423	40,319
Cash and cash equivalents, end of year	\$ <u>50,778</u>	\$ <u>43,423</u>
Supplemental cash flow information:		
Interest paid	\$ 21,649	\$ 16,499
Construction in progress amounts included in accrued expenses	2,269	1,120

See accompanying notes to combined financial statements.

## DARTMOUTH-HITCHCOCK AND SUBSIDIARIES

Notes to Combined Financial Statements

September 30, 2011 and 2010

### (1) Organization and Reporting Entity

Dartmouth-Hitchcock (D-H) is comprised of the following entities:

- Dartmouth-Hitchcock Clinic (the Clinic) and Subsidiaries, a multispecialty physician practice group which operates clinics throughout New Hampshire (NH) and Vermont (VT), provides, among other things, medical services to patients, medical education, and research. The Clinic is also the sole corporate member of The Hitchcock Foundation (THF), a 501(c)(3) organization established to provide financial aid to research and general health programs. The accompanying combined financial statements include the accounts of The Hitchcock Foundation and the Clinic's wholly owned for profit subsidiaries: Pompanoosuc Investment Corporation, majority-owned Hamden Assurance Company, Limited (HAC), and majority-owned Hamden Assurance Risk Retention Group, Inc. (RRG) (note 13).

The Clinic has entered into various contractual arrangements with community hospitals located in Keene, Concord, Manchester, and Nashua, NH in which the Clinic has existing community practice sites. These arrangements attempt to integrate and/or coordinate hospital and physician operations clinically and administratively within these communities (note 2(c)).

- Mary Hitchcock Memorial Hospital (the Hospital), an acute and tertiary care teaching hospital located in Lebanon, NH.

These organizations are not-for-profit organizations, as described in Section 501(c)(3) of the Internal Revenue Code (IRC) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the IRC with the exception of the Clinic's wholly owned for-profit subsidiaries.

Effective November 9, 2006, the Boards of the Clinic and the Hospital continued their long-standing process of increased integration, declaring the existence of a partnership between the two organizations. This step, taken in an effort to simplify certain of the organizations' regulatory filing requirements (which often require parties to identify what type of organization they are), did not in any way change the substance of the relationship between the Hospital and the Clinic. This declaration was accompanied by certain technical amendments to the parties' existing enhanced affiliation agreement and, pursuant to discussions with applicable governmental bodies, did not require the receipt of any regulatory approvals.

On May 1, 2009, the Hospital and the Clinic established Dartmouth-Hitchcock Health (D-HH), a nonprofit NH corporation under Section 501(c)(3) of the IRC. D-HH became the sole member of both the Hospital and Clinic effective August 30, 2010 and as a result holds certain reserved powers over the activities of both entities. The existing partnership agreement between the Hospital and Clinic remained in effect through September 30, 2010. Effective October 1, 2010, a new affiliation agreement was established, which preserved the operational integration of DHC and MHMH and also recognized D-HH as the sole corporate member of these entities.



**Mary Hitchcock Memorial Hospital**

One Medical Center Drive, Lebanon NH 03756-0001

## **MISSION STATEMENT**

We advance health through research, education, clinical practice and community partnerships, providing each person the best care, in the right place, at the right time, every time.

**MARY HITCHCOCK MEMORIAL HOSPITAL (MHMH)  
BOARDS OF TRUSTEES AND OFFICERS  
Effective: February, 2012**

Name	Title (if officer, otherwise please write trustee/director)	Begin Term	End Term	Address (for NH reporting purposes only-not disclosed to the public)
Vincent S. Conti	Trustee	8/13/2009	12/31/2021	[REDACTED]
Barbara Couch	Trustee	3/25/2009	12/31/2021	[REDACTED]
Nancy Formella, MSN, RN	Trustee/Ex-Officio, Exec Adv to Board	4/27/2007	Ex-Officio/EAB	[REDACTED]
Michael J. Goran, MD	Trustee	1/1/2006	12/31/2017	[REDACTED]
Alfred Griggs	Trustee/Chair Emeritus	1994	12/31/2012	[REDACTED]
Alan C Keiller	Trustee/Board Treasurer	2004	12/31/2015	[REDACTED]
Jennie L Norman	Trustee	2006	12/31/2017	[REDACTED]
Hugh C. Smith, MD	Trustee	2006	12/31/2017	[REDACTED]
Anne-Lee Verville	Trustee	12/31/2008	12/31/2020	[REDACTED]
Wiley Souba, MD, SCH	Trustee/Ex-Officio, Dean DMS	10/1/2010	Ex-Officio	[REDACTED]
Richard S. Shreve	Trustee/Ex Officio President Appointee	1/1/2005	12/31/2016	[REDACTED]
William J. Conaty	Trustee	6/1/2011	5/31/2023	[REDACTED]
John L. Harrison, Jr.	Trustee/Ex Officio, DHMC Auxiliary Board	10/1/2010	Ex-Officio	[REDACTED]
William W. Helman, IV	Trustee	4/28/2011	12/31/2023	[REDACTED]
Robert A. Oden, Jr., PhD	Trustee	1/27/2011	12/31/2023	[REDACTED]
Wayne G. Granquist	Trustee/Board Chair	1/1/2000	12/31/2011	[REDACTED]

# KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services  
Division of Public Health Services

Agency Name: Mary Hitchcock Memorial Hospital

Name of Bureau/Section: BIDC, ID-PICS

BUDGET PERIOD:	SFY 13	July 1, 2012 - June 30, 2013	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Dr. James Weinstein, President & CEO	\$675,000	0.00%	\$0.00
Daniel P. Jantzen, COO	\$475,000	0.00%	\$0.00
Bryan Marsh, MD	\$190,634	0.00%	\$0.00
Patricia Gocklin, RN, MS, MHA	\$68,432	18.75%	\$12,831.00
		0.00%	\$0.00
		0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$12,831.00</b>

BUDGET PERIOD:	SFY 14	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Dr. James Weinstein, President & CEO	\$675,000	0.00%	\$0.00
Daniel P. Jantzen, COO	\$475,000	0.00%	\$0.00
Brian Marsh, MD	\$190,634	0.00%	\$0.00
Patricia Gocklin, RN, MS, MHA	\$70,138	15.00%	\$10,521.00
		0.00%	\$0.00
		0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$10,521.00</b>

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Mary Hitchcock Memorial Hospital

Routine HIV Testing in Healthcare Settings  
Budget Request for: Assessment Project

*(Name of RFP)*

Budget Period: 9/30/2012 - 6/30/2013

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 13,022.00	\$ 1,953.00	\$ 14,975.00	15%*
2. Employee Benefits	\$ 4,688.00	\$ 703.00	\$ 5,391.00	15%*
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 320.00	\$ 48.00	\$ 368.00	15%*
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 15,100.00	\$ 2,266.00	\$ 17,366.00	15%*
Office	\$ 53.00	\$ 7.00	\$ 60.00	15%*
6. Travel	\$ 112.00	\$ 17.00	\$ 129.00	15%*
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ 52.00	\$ 8.00	\$ 60.00	15%*
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):		\$ -	\$ -	
Incentives: Staples gift cards	\$ 11,500.00	\$ 1,725.00	\$ 13,225.00	15%*
Printing & laminating	\$ 1,240.00	\$ 186.00	\$ 1,426.00	15%*
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 46,087.00</b>	<b>\$ 6,913.00</b>	<b>\$ 53,000.00</b>	

Indirect As A Percent of Direct

15.0%

\* Mary Hitchcock has a provisional indirect cost rate of 31% with the federal government. The DH HIV Program will cover the additional indirect costs for this proposal.

# Budget Form

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Mary Hitchcock Memorial Hospital

**Routine HIV Testing in Healthcare Settings**  
Budget Request for: Assessment Project

*(Name of RFP)*

Budget Period: 7/1/2013 - 6/30/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 10,717.00	\$ 1,608.00	\$ 12,325.00	15%*
2. Employee Benefits	\$ 3,858.00	\$ 579.00	\$ 4,437.00	15%*
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 128.00	\$ 23.00	\$ 151.00	15%*
6. Travel	\$ 1,380.00	\$ 207.00	\$ 1,587.00	15%*
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 30,000.00	\$ 4,500.00	\$ 34,500.00	15%*
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 46,083.00</b>	<b>\$ 6,917.00</b>	<b>\$ 53,000.00</b>	

Indirect As A Percent of Direct

15.0%

\* Mary Hitchcock has a provisional indirect cost rate of 31% with the federal government. The DH HIV Program will cover the additional indirect costs for this proposal.